

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE
SOLE SOURCE PURCHASE AND INSTALLATION OF THE SYTECH CORPORATION
ADVANCED DIGITAL AUDIO COLLECTION SYSTEM 4 FOR THE POLICE DEPARTMENT
IN THE AMOUNT OF \$26,739.38 AND APPROVING THE MAINTENANCE AND SUPPORT
AGREEMENT IN THE ANNUAL AMOUNT OF \$10,308.00**

WHEREAS, on April 15, 2014, the City Council accepted the 2014 Citizen Options for Public Safety (COPS) grant in the amount of \$108,325.00 and the corresponding spending plan proposed by the Police Department; and

WHEREAS, the spending plan included an allocation of \$30,300.00 for software and surveillance equipment, which has been identified as the Advanced Digital Audio Collection System 4 (ADACS4) by SyTech Corporation at a cost of \$26,739.38; and

WHEREAS, the ADACS4 system enables law enforcement agencies to intercept, track, record, and analyze switch based voice, video, and data communications when authorized by a court order or under exigent circumstances; and

WHEREAS, the proposed system includes installation of hardware and software, training, and the first year of technical support and system maintenance at a cost of \$26,739.38, and technical support, system upgrades and mobile carrier connectivity in the second through fifth years (from July 1, 2016 to June 30, 2020) at an annual cost of \$10,308.00 per year; and

WHEREAS, SyTech Corporation maintains connections to all the major mobile carriers, which is a major advantage over similar products by other vendors who do not offer this service; and

WHEREAS, after the Purchasing Agent conducted a good faith review of the available sources for competing systems and having determined that there are no competitors that offer a system with all of the operational features, hardware, installation, training, and technical support, and mobile connectivity equivalent to SyTech Corporation, the Purchasing Agent recommends the City Council approve the purchase of the ADACS4 system pursuant to Milpitas Municipal Code Section I-2-3.09 "Sole Source Procurement"; and

WHEREAS, the City's Purchasing Agent has determined that SyTech, Inc., is the creator of the software and only source for the purchase and support of the ADACS4 system.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is authorized to purchase the ADACS4 system by SyTech Corporation at a cost of \$26,739.38.

3. The City Council hereby approves the SyTech Corporation Maintenance and Support Contract in the annual amount of \$10,308.00 for the term from July 1, 2016 to June 30, 2020, subject to appropriation of funds and without further City Council approval. A copy of the contract is on file with the City's Purchasing Agent.

PASSED AND ADOPTED this _____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney



**CITY OF MILPITAS
SOLE SOURCE/BRAND REQUEST**

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PROCUREMENT

When a request is made for a non-competitive procurement and the specification limits the bidding to one source and/or one brand or trade name, the requesting department must complete the following. Please answer in the space provided, or in an attachment address by specific reference, each question listed below (1-5) in your justification. ***Be sure to answer each part of each question. Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification.***

1. Using appropriate detail, including brand name and model number, briefly describe the product you wish to procure. In the case of a service use enough detail to clearly describe to someone not familiar with the process what you are procuring.
 1. **SyTech ADACS4 Digital Pen Register System**
 2. **Pen Client Laptops**
 3. **CDC Network Service**
 4. **Installation and Training**

2. Please check one:

Cost: \$ 26,739.38

- a. ☒ **SOLE SOURCE:** Item is available from one source only. Item is one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.
- b. ☐ **SOLE BRAND:** Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
- c. ☐ **STANDARDIZATION REQUEST:** The Department requires the item to standardize parts, design, quality etc. (This requires further discussion with the Purchasing Agent.)

3. What are the unique performance features of the product/brand requested that are not available in any other product/brand? (For services: What unique qualifications, rights, degrees, certifications, licenses and/or experience does this vendor possess?)

The Advanced Digital Audio Collection System 4 (ADACS4) by SyTech is a system that enables law enforcement agencies to intercept, track, record, and analyze switch based voice, video, and data communications when authorized by a Court order or under exigent circumstances. The ADACS4 has several specialized features, including a toll record mapping feature, the ability to import & analyze large amounts of acquired data, and full-time technical support. The proposed system includes software, hardware, installation, training, and technical support.

The single largest selling point for SyTech is that it maintains connections to all the major mobile carriers, which it then makes available to users for an annual fee of \$5,400.00. In our search and communications with SyTech about the industry, we were only able to find two (2) competing products, neither of which offered this service. In discussing the situation with Information Services, we learned that it would take many thousands of dollars and man hours on an on-going annual basis to set up and maintain the necessary connections/contracts with all of the major mobile carriers.

4. What other products/services have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor and one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.)*

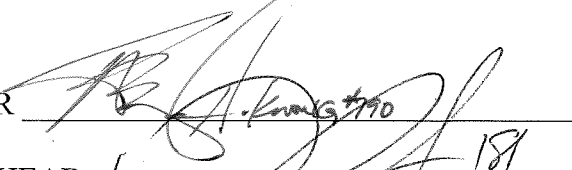
We tested and evaluated a similar product by PenLink (5936 VanDervoort Drive, Lincoln, NE 68516, 402-421-8857, John Spomer). The quote included software & a router and totaled \$19,754.72, but additional needed equipment would be additional costs. The additional needed equipment included two (2) laptop computers (estimated at \$1,100.00 each) and a dedicated high-speed internet connection, and the compatibility of the needed equipment would be our responsibility. The technical skills required by a user are also at a level at which the user essentially has to function as a system administrator and would need on-going training for maintenance and support. The user would also be responsible for connectivity issues and troubleshooting with all the major mobile carriers. The five (5) training modules required to maintain this level of support are PLX 101: Basic Analysis, Calls Analysis Training School, Pen-Link Advanced Class, Lincoln Administrative Training, and Cell Site Intelligence, and the cost of each training module is approximately \$995.00. The training has been primarily offered in states other than California, which would require additional transportation & lodging costs. Recent training has been offered in Nashville, TN, Miami, FL, Lincoln, NE, Atlanta, GA, and Las Vegas, NV. (The customer support offered by SyTech would eliminate the need for a user to act as a system administrator.) We also inquired about a similar product by JSI Telecom (15004 Northridge Drive #100, Chantilly, VA 20151, 703-481-0075, Josh Walker), but the product does not offer any connectivity and/or support with mobile carriers. The police department has conducted extensive research and has been able to locate only the three (3) aforementioned vendors that offer such equipment and service.

5. If justification is based on matching and/or intermixing with existing equipment (refer to 2.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.
(NOT APPLICABLE)

I HEREBY CERTIFY THAT:

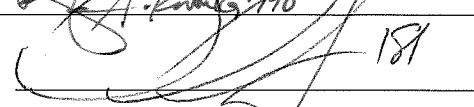
1. I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand procurements.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment/service.
3. There is validity as to the information contained herein justifying my request for sole source/brand procurement and meeting the City's criteria.
4. A sole source/brand procurement in this case would withstand a possible audit or a vendor's protest.

REQUESTOR



DATE: 4/29/2015

DEPT./DIV. HEAD:

 181

DATE: 4/29/15

PURCHASING DIVISION USE ONLY:

APPROVED: Yes

NOT APPROVED: _____

COMMENTS:

MANAGER:



DATE: 5/8/15



Milpitas Police Department
Reference: ADACS4
Subject: Sole Source Justification

10/14/2014

SyTech Corporation developed ADACS4 (Advanced Digital Audio Collection System) as its latest production of a complete intercept system. Since the development of ADACS4 we have made several advancements to the product to keep it in the forefront of intercept systems. Below is a list of items that separate ADACS4 from the competition. This list maintains items that are solely in use by SyTech Corporation's ADACS4 intercept system.

- Private CDC Delivery System for Pen Registers and Title 3 intercepts
- Automated and included Neustar Lookups
- Integrated Video Surveillance
- Direct Archiving
- Toll Record Mapping Feature
- Import from Cell Dump applications like Cell Brite and Secure View
- Scheduled Reports
- Subscriber Mapping Feature
- Title 3 Equipment for Lease

SyTech Corporation has also developed a new "add on" to the ADACS4 Intercept platform for monitoring a Android Phone in a "Body Wire" type of application.

This new software package allows the ADACS4 to connect to a customer provided Android Phone, using a licensed application written by SyTech to "listen" to the microphone of the phone thru the internet undetected. It also allows you to view the camera on the phone, as well as retrieve the GPS from the phone to monitor the phone's whereabouts live. The ADACS4 is a complete intercept system. It combines the ability of Title 3 and Pen Registers, along with GPS tracking, E911 Precision Email, IP Video and now the ADACS4 Smartbug. This package can only be purchased from SyTech Corporation, as SyTech is the original manufacturer of the system and developer of the proprietary software installed. SyTech Corporation is the only company to provide audio, data and video from Android Phones, as well as monitor all both from a Windows Mobile 7, Android, I-phone and/or PC.

Should you have any questions or if I can be of any further assistance please contact the undersigned at the phone number as shown above.

Regards,

A handwritten signature in black ink, appearing to read "J. S. Jerrell", written over a horizontal line.

Jeffrey S. Jerrell
Director of Signal Interception
Office: (703) 941-7887
Cell: (703) 932-2651
<http://www.sytechcorp.com>

*15C



Quotation

Quote Date: 9/26/2014
Quote #: 2344
Sales Contact:
Federal Tax ID: 54-1587652

Customer

Alexander Prince
Milpitas Police Dept.
1275 North Milpitas Blvd.
Milpitas, CA 95035

SyTech Corporation

6121 Lincolnia Rd.
Suite 200
Alexandria VA, 22312
Phone: (703) 941-7887
Fax: (703) 941-7997

Milpitas Pen System



Item #	Description	Qty	Price	Extended Price
SA-6001-PR	ADACS4 Digital Pen Register Sytem 50% Off Normal Price *** With one Dell Server or similar	1	\$29,900.00	\$14,950.00
S-3001-03C	Pen Client Laptops 50% off Normal Price *** with 2 HP Laptops or similar	2	\$5,500.00	\$5,500.00
S-3060-NET	SyTech's CDC Network Service Free for First Year *** with one Cisco ASA firewall and High Speed Internet Connection	1	\$5,400.00	\$0.00
S-3050-01	Installation and Training ***On site installation and training by sytech personnel	1	\$4,500.00	\$4,500.00

8.75%

T 1308.13

T 481.25

1789.38

Total Quote \$24,950.00

of the non discounted price.

Year 2 Costs:

Maintenance: 4908.00

CDC Network: 5400.00

Total Year 2: \$10,308.00

+ \$26,739.38

SYTECH CORPORATION

MAINTENANANCE AND SUPPORT CONTRACT

1. OVERVIEW

SyTech Corporation's Maintenance and Support Plan will support the Customer's ADACS System in all aspects of day to day use of their ADACS system. Included in the Maintenance plan are the following:

- (1) Access to SyTech's 24 hour, 7 day a week support, consisting of qualified technicians to every level of ADACS support.
- (2) Dial-in technical support: This includes a dial-in capability for diagnostics, access to error logs, and the ability to download new software loads and/or patches to the system.
- (3) Full coverage of all hardware included in the original purchase (excluding laptops, PDA's etc.). Repair or replacement is guaranteed in the Maintenance Plan. In most cases a replacement computer will be cross shipped within 24 hours to limit customer's down time.

Maintenance Plan The plan provides all software. Support is for all bug fixes and all new software features directly affecting the main purchase. All software bug fixes and new features considered to be enhancements to existing capabilities released by SyTech during the service contract period will be downloaded at no additional cost provided the software updates are compatible with the Customer's existing hardware. Depending on the software enhancement, SyTech reserves the right to charge for upgrades, which are considered to be over and above the original purchase.

2. Service Agreement

2.1 Specifications

The terms of this Maintenance and Support Contract will apply for the period from July 1, 2015 to June 30, 2020. SyTech, as well as the customer reserves the right to terminate this contract by giving written notice within 30 days of a contract end date. SyTech Corporation's obligation under this agreement is to provide the highest level of service as stated in this document. The customer is obligated to give SyTech access to any and all equipment covered under this agreement. SyTech undertakes; the responsibility to respond to a Customer's call within 30 minutes during normal business hours Monday thru Friday (8am to 6pm ET) and within two (2) hour(s) during non-business hours (7 days a week). The Customer will notify SyTech Corporation promptly of any system malfunction that comes to the Customer's attention. In a "System Down" scenario, SyTech will attempt by all means necessary (including dialing in to the system) to resolve any problem remotely, before dispatching a technician to an on site location to resolve the issue.

The customer agrees to pay any additional taxes or other charges implemented by any government entity related to the ownership of the equipment and or services covered

in this document. The Customer agrees to treat all information provided as Proprietary. The Customer may not assign its rights or delegate its obligations under this agreement, in whole or in part, without the prior written consent of SyTech Corporation. SyTech Corporation may assign its right to receive payment to a third party.

2.2 SyTech Warranty and Support Plan – Included in this one year warranty is free software upgrades for the first year. Failed equipment requiring repairs will be replaced via over night mail service (FEDEX or UPS). SyTech will provide telephone help desk support during the replacement process. The failed equipment will be returned to SyTech for any repairs. On site emergency support is also offered in our standard system price. All workmanship is in IAW best industrial practices and with SyTech Quality Assurance Procedures. All equipment is fully tested at the SyTech facility using full load conditions. For the price of the system, 24 X 7 X 365 help desk maintenance assistance and free software upgrades are available for the warranty period. From 8:00 AM to 5:00 PM EST a maintenance technician is available to provide assistance. During the evenings and holidays a toll free 800 line is available for reporting problems. A real live person will answer the 800 line. The operator will take down some information and will page a SyTech technician. SyTech has a policy of having a primary, secondary and a back up to take any service calls. SyTech guarantees that all trouble calls will be responded to within two (2) hour(s). For problems that cannot be fixed by a technician over the phone or via remote dial-in, a SyTech technician will fly to travel to the site if necessary, to fix the problem. On-site support for major failures will be the same business day if notified before 09:00 AM, and the next business day if notified after 09:00 AM. On-site support for minor failures will be second business day. The warranty covers all system components provided by the SyTech for use in the analog, pre-CALEA and CALEA environments. This service may be continued for the life of the system. At the beginning of the final warranty year, the approved SyTech will enter into negotiations with the authorized representative of the customer for hardware and software upgrades, maintenance and repairs.

The agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusted accordingly. It is understood that the repair and replacement provisions apply only to the systems and equipment covered by this agreement. In the event that the system or any equipment component thereof is altered, modified, changed, or moved, this agreement may be immediately adjusted or terminated at SyTech Corporation's option. SyTech Corporation reserves the right to refuse support to selected hardware and may instead offer a Hardware Upgrade option.

2.3 Obligation, Liability

SyTech Corporation shall replace or repair any hardware that fails within the Maintenance Contract period because of defective materials and/or workmanship. If it is deemed by SyTech that the failure or damage was a result of Customer negligence, the equipment will be replaced at the customer's expense. It is also assumed the ADACS system will be housed in a location that is safe from fire, water damage, power surges by lightning, or any other means, etc. The equipment must also be kept in a well ventilated,

air conditioned environment. If the equipment is deemed to be damaged by any of the above reasons, the equipment will also have to be replaced at the customer's expense. The warranty applies only to SyTech provided products. All such warranties expire at the termination of this agreement. All ADACS system main servers shall be powered from an uninterruptible power source (UPS) to allow for a sequential system shutdown in an extended power outage, as well as to protect against mile power surges. SyTech's ADACS system comes with a working backup for data on the system. SyTech does not warranty all data captured or maintained on the system. SyTech will assist in retrieving backups, as well as reconfiguring system to working order in case of system failure. Customers are trained on how SyTech's backup procedures work, and are encouraged to perform their own backups of important system files, and kept out and outside facility. SyTech will assist in setting up procedures for any customer for data backup. SyTech does offer equipment to reduce the chance of data loss in the form of Jukeboxes, RAIDs, and will and have assisted in setting up connections to remote locations for data backups. Any injuries to persons or damage to property while using, maintaining, or servicing any equipment provided by SyTech, WILL NOT be liable SyTech

3. SyTech's Support Service

SyTech prides itself on having the most knowledgeable support staff in the industry.

When using the service contact a SyTech Support Department at:

1-800-385-8977 or

1-703-942-7887

SyTech will need certain information when you make the call so please have this information ready:

- Site Location
- Name (SyTech company policy only allows us to speak to known customer representatives.)
- Server or application causing problem
- Software Version
- Description of the problem
- Call back number

SyTech's support staff will be courteous and polite, and will work quickly to resolve any problem in a timely fashion. If you are not satisfied with the support you received from you SyTech Support Technician, please contact the below SyTech Representatives:

Project Manager: Mike Sunderlin

Director: Jeff Jerrell

CEO/Owner: Gil Armendariz

SYTECH CORPORATION

MAINTENANCE and SUPPORT CONTRACT

Contract Number: 2015070101

Date: 5/11/2015

SyTech Corporation
6121 Lincoln Rd.
Suite 200
Alexandria VA, 22312
703 941 7887

Customer: Milpitas Police Dept .
1275 N. Milpitas Blvd
Milpitas, CA 95035
408-586-2400

All services will be conducted by SyTech in accordance with this contract.

Original System Price: \$24,950.00

Second System Price: \$0.00

Orig. System Maint Cost: \$4,908.00

Second System Maint Cost: \$0.00

CDC Connectivity Price Yr.1: \$5,400.00

CDC Connectivity Price Yrs 2+: \$0.00

Contract Price First Year: \$10,308.00

Contract Price Additional Years: \$10,308.00

Support Contract Term: 5 years

Contract Start Date: 7/1/2015

Contract End Date: 6/30/2020

This contract is considered to be "Approved" only when signed by the applicant and an authorized representative of SyTech Corporation, and is contingent upon receipt of payment by customer.

_____ SyTech Representative	_____ Title	_____ Date
_____ Customer Representative	_____ Title	_____ Date